

07-14-1998

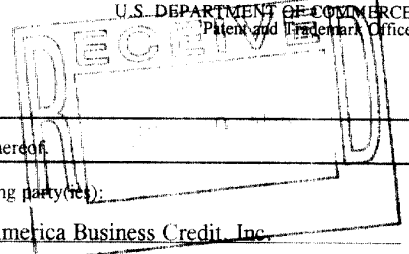


HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRO 7-9-98

100762712



To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LOFTS SEED, INC.
Also known as LOFTS SEED COMPANY, INC.
 191 Budd Blvd.
 Winston Salem, NC 27114

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Nevada
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: BankAmerica Business Credit, Inc.
 Internal Address: _____
 Street Address: 55 South Lake Avenue, Suite 900
 City: Pasadena State: California ZIP: 91101

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached.
 Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)

1354546

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tamsen Valoir
Jenkins & Gilchrist, P.C.
 Internal Address: _____

 Street Address: 1445 Ross Avenue, Suite 3200
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447
 (Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tamsen Valoir Tamsen Valoir July 1, 1998
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

TRADEMARK AND TRADE NAME SECURITY AGREEMENT

WHEREAS, **Lofts Seed Company, Inc.**, a Nevada corporation, with its chief executive office at 191 Budd Blvd, Winston Salem, NC 27114 (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office, and

WHEREAS, Debtor and **BankAmerica Business Credit, Inc.**, a Delaware corporation, having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 as Agent for the Lenders (as defined and described in the Loan Agreement) (herein referred to as "Secured Party"), have entered into a Loan and Security Agreement (herein referred to as the "Loan Agreement"), of even date herewith, by which Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Debtor further covenants and warrants to Secured Party:

- (a) that Debtor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;
- (b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;
- (c) that to its knowledge the validity of the trademarks and trade names has never been questioned; and
- (d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark and Trade Name Security Agreement as of this 23 day of June, 1998.

LOFTS SEED COMPANY, INC.
A Nevada Corporation

By: Henry A. Ingalls
Name: Henry A. Ingalls
Title: Vice President

BANKAMERICA BUSINESS CREDIT, INC.,
as Agent for the Lenders

By: Victor Alfirevic
Name: Victor Alfirevic
Title: Vice President

THE STATE OF TEXAS
COUNTY OF DALLAS


§
§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Henry A. Ingalls, the Vice President of Lofts Seed Company, Inc., a Nevada corporation, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

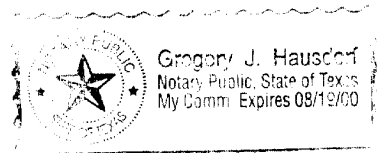
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of June, 1998.

[SEAL]

My Commission Expires:



Notary Public in and for
the State of Texas



THE STATE OF TEXAS
COUNTY OF DALLAS

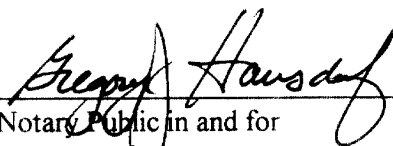
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BEFORE ME, the undersigned Notary Public, on this day personally appeared Victor Alfrevic, the Vice President of BankAmerica Business Credit, Inc., a Delaware corporation, as Agent for the Lenders and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

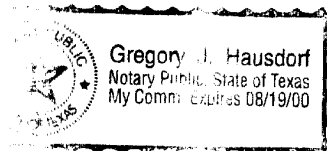
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of June, 1998.

[SEAL]

My Commission Expires:



Notary Public in and for
the State of Texas



**LOFTS SEED, INC.
ALSO KNOWN AS LOFTS SEED COMPANY, INC.**

Exhibit "A"

Trademarks

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
LOFTS MIDWEST TURF	1353163	08/06/85
LOFTS JERSEY TURF	1360912	09/17/85
LOFTS NEW YORK TURF	1360911	09/17/85
LOFTS PENN TURF	1354546	08/13/85
FAIRWAY	592059	07/06/54
HUDSON VALLEY	726848	01/30/62
LAWN CARPET	787668	04/06/65
FIRST AID	803269	02/08/66
FRONT LAWN	855740	09/03/68
BACK YARD	853953	08/06/68
MARVEL GREEN	1036937	03/30/76
CRYSTAL PARK	1022815	10/14/75
GREEN ACRES	1120137	06/12/79
PINTO	1123415	07/31/79

LOFTS SEED, INC.
ALSO KNOWN AS LOFTS SEED COMPANY, INC.

SUMMER STRESS MIX	1183169	12/22/81
LOFTS NEW ENGLAND TURF	136797	10/29/85
LOFTS MUSTANG PASTURE MIX	1385369	03/04/86
L LOFTS	1343084	06/18/85
TRI-PLEX	1391788	04/29/86
ULTIMA	1425883	01/20/87
ECOSYSTEMS	1737742	12/01/92
REPELLENT	1709456	08/18/92
DEFENDER	1746542	01/12/93
EARTH'S TURF	1746540	01/12/93
CLOSE-CUT LEISURE SPORTS MIX	1989868	07/30/96
HEAT WAVE	1746541	01/12/93
RUGGED WEAR MIX	2060394	05/13/97
BETTER TURF	699589	06/14/60
GLENDALE PARK	687657	11/03/59
PENN VALLEY	683473	08/18/59
PEDIGREED'S LONG ISLAND GRASS SEED MIXTURE	700692	07/05/60
GARDEN GREEN	697266	05/03/60
CAMBRIDGE PARK	665221	08/05/58
PPRESTIGE	360115	09/06/38
HUNTINGTON	75-254513	Statement of Use filed